



U.S. Department of Justice  
Federal Bureau of Investigation

In Reply, Please Refer to  
File No.

450 Golden Gate Ave.  
PO Box 36015  
San Francisco, CA 94102  
(415) 553-7400

September 26, 2001

Chief Fred Lau,  
San Francisco Police Department  
850 Bryant Street, Room 525  
San Francisco, CA 94103-4603

Dear Chief Lau: *Fred*

As we begin to realize the long-term impact of the terrorist incidents which occurred on September 11, 2001, I am heartened by your decision to join the Bay Area Joint Terrorism Task Force (JTTF). By pooling resources and sharing investigative and threat data, we will be able to maximize law enforcement efforts to protect the millions of residents and visitors to the Bay Area from terrorist attack.

The JTTF is currently staffed by personnel from the FBI, U.S. Secret Service, U.S. Customs Service, U.S. Immigration and Naturalization Service, Federal Protective Service Police, U.S. Department of State Diplomatic Security Service, and the Oakland Police Department. The California Highway Patrol and the Federal Aviation Administration are in the process of renewing their participation. Your agency's participation, along with those already mentioned, will significantly contribute to ongoing counterterrorism efforts.

In addition, I am pleased to note that the San Mateo County Sheriff's Office, Alameda County Sheriff's Office, U.S. Drug Enforcement Administration, and the U.S. Bureau of Alcohol, Tobacco and Firearms have also agreed to join the Bay Area JTTF.

To facilitate your agency's joining the task force, we have enclosed a draft copy of an updated Memorandum of Understanding (MOU), which outlines general JTTF operational guidelines. Please review this document. We anticipate hosting a meeting of all JTTF agencies within a matter of weeks to sign the new MOU, if it is to your satisfaction, and provide a current Bay Area threat assessment. We will notify you as to the date and time of the meeting.

Concurrently, we will need to complete the following administrative matters:

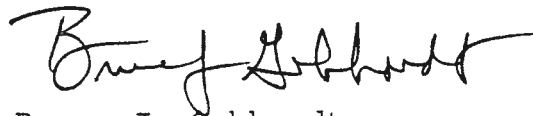
- 1) Commence the background investigation for the city, county and state officers who will need a Top Secret security clearance issued by the FBI;
- 2) Ensure the receipt of a certification from the participating Federal agencies concerning the existence of a Top Secret clearance for their designated JTTF personnel;
- 3) The deputization of the city, county, and state officers as Special Federal Officers (upon issuance of the Top Secret security clearance; and,
- 4) Scheduling of introductory briefings for all new JTTF personnel.

To expedite these matters, please have your newly-designated JTTF personnel contact Supervisory Special Agent (SSA) Chuck Der at telephone (415) 553-2011. SSA Der will coordinate the initiation of the security clearance process and initial briefings.

As a result of the situation currently existing we anticipate assigning new JTTF personnel to investigative activities as soon as possible.

Your support in these efforts is greatly appreciated.  
I look forward to meeting personally with you in the coming days  
to further discuss these issues.

Sincerely yours,



Bruce J. Gebhardt  
Special Agent in Charge

Enclosure 1

✓cc: Assistant Chief Mindy Pengel

**FILE COPY**

REIMBURSEMENT AGREEMENT  
BETWEEN THE FEDERAL BUREAU OF INVESTIGATION  
AND  
SAN FRANCISCO POLICE DEPARTMENT

Pursuant to Fiscal Year 2002 appropriations as authorized by Congress, overtime to police officers assigned to this task force, for expenses necessary for detection, investigation, and prosecution of crimes against the United States, is authorized subject to the limits set forth in the budget for this task force as approved by the Counterterrorism Division, FBI and subject to specific provisions and conditions as set forth in this Reimbursement Agreement. Therefore, it is hereby agreed between the Federal Bureau of Investigation (FBI) and the San Francisco Police Department, hereinafter referred to as "agency" that:

1. The FBI will reimburse the agency for overtime payments made to officers assigned full-time to the Joint Terrorism Task Force (JTTF). Currently, the agency has 1 full-time officer assigned to the JTTF and the number of agency officers entitled to reimbursement in Fiscal Year 2002 shall not exceed 1.
2. Requests for reimbursement shall be made on a monthly basis and should be forwarded to FBI Headquarters as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the appropriate agency supervisor(s) to the FBI Task Force Squad Supervisor and ADIC/SAC for their review, approval and, submission.
3. Overtime payments shall be made directly to the agency by the FBI. Payments will be made by way of electronic funds transfers. Agencies will be required to submit pertinent data mandated by Treasury Department regulations to effect electronic funds transfers.
4. Overtime reimbursement will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. The FBI will reimburse the agency for overtime paid to the officer who works full time in support of the JTTF in Fiscal Year 2002 (October 1, 2001 to September 30, 2002) up to a total amount of \$10,091.76 per officer per year. Additionally, reimbursement for any one month period shall not exceed \$840.98 per officer.
5. Each request for consideration shall include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed and the dates of those hours for each officer whom reimbursement is sought. Each reimbursement request

must be accompanied by a certification signed by an appropriate supervisor of the submitting department that the request has been personally reviewed, that the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to JTTF cases.

6. This agreement may be modified at any time by written consent of the parties. This agreement may be terminated at any time by either party and shall not extend beyond September 30, 2002.

*[Handwritten Signature]*

BY: \_\_\_\_\_  
Office of the Chief  
Contracting Officer, FBIHQ

Date: 2/15/02

BY: *[Handwritten Signature]*  
Special Agent in Charge  
Federal Bureau of Investigation

Date: 3-27-02

BY: *[Handwritten Signature]*  
San Francisco Police Department

Date: 4/9/02

# DRAFT

BAY AREA  
JOINT TERRORISM TASK FORCE  
MEMORANDUM OF AGREEMENT

## PREAMBLE

This Memorandum of Agreement (MOA) is entered into by the Federal Bureau of Investigation (FBI) and the San Francisco Police Department (SFPD) and outlines a cooperative effort to combat terrorism.

## ARTICLE ONE

### Purpose of MOA

This MOA establishes and delineates the mission and structure of the Bay Area Joint Terrorism Task Force (JTTF) in addressing the complex problem of terrorism affecting the region covered by the San Francisco Office of the FBI.

The purpose of this MOA is to set out a common understanding of the policies and procedures the SFPD and the FBI will follow in providing law enforcement service to the citizens of California and the United States of America.

## ARTICLE TWO

### Mission Of The JTTF

The JTTF will investigate terrorist organizations planning or carrying out terrorist acts occurring in or affecting the San Francisco Bay Area and adjacent regions in the State of California and will apprehend individuals committing such violations. The organizations to be investigated will be specifically identified and agreed upon beforehand by JTTF member agencies. All parties agree to abide by the U.S. Attorney General's Guidelines (AG Guidelines) on general crimes, racketeering enterprise and domestic security/terrorism investigations and the AG Guidelines for FBI foreign intelligence

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collection and foreign counterintelligence investigations as they pertain to international terrorism matters. In addition, it is understood that personnel of the SFPD shall be required to utilize only those investigative techniques consistent with their given standards and procedures.

### ARTICLE THREE

#### Organizational Structure And Management Of The Task Force

##### A. Members

The JTTF shall consist of a combined body of investigators from each participating agency.

##### B. Identification of Objectives

The Special Agent in Charge (SAC) of the FBI and the Chief of Police, SFPD, or their designees, shall agree upon, and articulate specific organization and investigative objectives or matters assigned to the JTTF.

##### C. Direction Of JTTF And Resource Control

Responsibility for the overall policy and direction of the JTTF shall rest with the FBI SAC, or designee, who will closely coordinate with the SFPD on matters of mutual concern relating to such policy and direction, thus ensuring the absence of conflict.

Specific control over their JTTF resources and the continued dedication of these resources to the JTTF shall be retained by the participating agency heads, who will be kept fully apprised of all investigative developments by their respective subordinates.

##### D. Supervision Of JTTF

Supervision for matters assigned to the JTTF shall be the responsibility of the designated FBI Supervisory Special Agents (SSA) assigned to the JTTF in conjunction with the designated supervisory personnel of the SFPD. Responsibility for the conduct of the JTTF members shall remain with the respective

agency heads. All JTTF personnel will keep their respective superiors informed of pertinent developments.

E. Physical Location And Support

Subject to availability, the FBI will provide office space for all JTTF members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation and technical support for the JTTF.

F. Commitment Of Personnel

The FBI will assign at a minimum two (2) SSAs and 25 Special Agents. The SFPD will assign at least one investigator.

All members of the JTTF will be assigned full time to the JTTF. Continued assignment of members will be made at the discretion of their respective agencies consistent with FBI and SFPD guidelines.

ARTICLE FOUR

Vehicles

The FBI agrees to provide the SFPD JTTF member with a vehicle. The purpose of this vehicle is for surveillance, case management, and investigation in connection with any JTTF investigation. The vehicle provided by the FBI can be used for official use only in connection with matters investigated by the JTTF.

In furtherance of the mission of the JTTF and in compliance with existing FBI policy for operation of U.S. Government vehicles, the FBI hereby agrees and authorizes members of the SFPD participating in the JTTF to operate vehicles owned or leased by the FBI.

The SFPD agrees to be responsible for tortious acts or omissions on the part of the SFPD or their employees, for any liability resulting from use of FBI owned or leased vehicles utilized by the SFPD Task Force member, and for any damage to said vehicles as a result of any action or omission on the part of the SFPD or their employees.



## ARTICLE FIVE

### Records And Reports

All JTTF investigative records will be maintained by the San Francisco Office of the FBI. Investigative reports will be prepared on FBI forms. Decisions for placement of all or part of said investigative records into SFPD files or data bases shall rest with supervisory personnel of the FBI and the SFPD in compliance with applicable standards and procedures governing the respective parties. Classified information shall not be placed in SFPD files.

## ARTICLE SIX

### Security Clearance/Deputation

Due to various United States, Department of Justice (DOJ), and FBI regulations and laws regarding classified information, prospective members of the JTTF who do not possess Top Secret clearances previously granted by the FBI/DOJ will be subjected to full background investigation(s) with assignment contingent upon receipt of appropriate security clearance(s). All non-FBI personnel will be sworn in as Special Deputy United States Marshals. Security clearances will be granted for any applicable and relevant SFPD managers or supervisors up to and including senior executives, if deemed advantageous by both agencies. Investigative restrictions imposed by the SFPD shall not be voided by deputation of their respective personnel. All members of the JTTF shall agree not to disclose any classified or sensitive information to non-JTTF members without the express permission of the FBI and shall agree to execute any applicable nondisclosure agreements, as may be necessary or required by the FBI.

## ARTICLE SEVEN

### Investigative Exclusivity

It is agreed that matters designated to be handled by the JTTF will not knowingly be subject to non-JTTF law enforcement efforts. Recognizing the amount of specialized

entities within each member agency, it is incumbent upon each agency to make proper internal notification regarding JTTF existence, including its areas of concern. All relevant information developed by an individual member agency, in the course of addressing its responsibilities, will be referred to the JTTF for review and coordination, with approval of the command staff of each member agency. The nonspecialized entities of each member agency handle a myriad of different law violations; therefore, JTTF members should make an effort to keep abreast of law enforcement developments within their respective agencies to ensure information of interest to the JTTF is referred to the Task Force.

It is also agreed there shall be no unilateral action taken on the part of any participating agency relating to JTTF investigations. All law enforcement actions will be coordinated and cooperatively carried out.

#### ARTICLE EIGHT

##### Salary/Compensation

Salaries of JTTF members will be paid by their respective agencies. Overtime incurred in the performance of JTTF responsibilities, when allowable under Federal law and to the extent that Federal funding is available for such purposes, will be reimbursed by the FBI so long as a separate overtime agreement is executed between the parties. Otherwise, overtime shall be compensated in accordance with applicable SFPD overtime provisions as approved by the SFPD.

The FBI shall report to the SFPD supervisor all payments made to non-FBI JTTF members including but not limited to overtime.

#### ARTICLE NINE

##### Prosecution

JTTF investigations will conform to the requirements of Federal prosecution rules and regulations and will generally be prosecuted in Federal courts. It is recognized, however, that

specific circumstances may, on a case-by-case basis, indicate that prosecution should be in a state court. The criteria for making such decisions will focus upon achieving the greatest overall benefit to law enforcement and the public, and affecting the greatest impact on terrorism.

## ARTICLE TEN

### Informants/Expenses

The JTTF will abide by the AG Guidelines on the use of informants and confidential sources. To the extent that SFPD standards and procedures impose any greater restrictions upon the use of confidential informants and cooperating witnesses, their personnel shall be bound by those restrictions. Subject to appropriate FBI approvals, the FBI agrees to pay any reasonable and necessary expenses incurred by the JTTF. The SFPD agrees that prior to their personnel incurring such expenses, it will consult with the FBI's designated JTTF SSAs to ensure anticipated expenses will be in furtherance of JTTF goals and objectives and to obtain preapproval for any such expense.

## ARTICLE ELEVEN

### Forfeiture

Any forfeiture realized as a result of cases worked by the JTTF will be handled in accordance with applicable Federal law and FBI guidelines. FBI guidelines will govern the sharing of seized and/or forfeited assets.

## ARTICLE TWELVE

### Media

No members of the JTTF will discuss or otherwise reveal information relating to JTTF investigations or other FBI-related investigations known to them, to any media representatives. All media releases on JTTF matters will be mutually agreed upon and coordinated jointly with affected JTTF agencies.

## ARTICLE THIRTEEN

### Liability

Unless specifically addressed by the terms of this MOA, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Legal representations by the United States is determined by the DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation to any Federal or state law enforcement officer or employee.

Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States Government, acting within the scope of his/her employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S. Code, Section 1346(b), and sections 2671-2680.

For the limited purpose of defending claims arising out of JTTF activity, state officers who have been specifically deputized and who are acting within the course and scope of their official duties and assignments pursuant to this MOA, may be considered an "employee" of the United States Government as defined in 28 U.S. Code, Section 2671. See 5 U.S. Code, Section 3374(c)(2).

Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), 28 U.S. Code, Section 2679(b)(1), the AG or his/her designee may certify that an individual defendant acted within the scope of his/her employment at the time of the incident giving rise to the suit. ID., 28 U.S. Code, Section 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims, 28 U.S. Code, Section 2679(d)(2). If the United States is substituted as a defendant, the individual employee is thereby protected from suits in his/her official capacity.

If the AG declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his/her office or employment", 28 U.S. Code, Section 2679(d)(3).

Liability for any negligent or willful acts of JTTF members undertaken outside the terms of this MOA will be the sole responsibility of the respective employee and agency involved.

Liability for violations of Federal constitutional law rests with the individual Federal agent or officer pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S. Code, Section 1983, for state officers or cross-deputized Federal officers.

Both state and Federal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known". Harlow v. Fitzgerald, 457 U.S. 800 (1982).

JTTF officers may request representation by the U.S. DOJ for civil suits against them in their individual capacities for actions taken within the scope of employment, 28 C.F.R., Sections 50.15, 50.16.

An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment and the AG, or his/her designee, determines that providing representation would otherwise be in the interest of the United States", 28 C.F.R., Section 50.15(a).

A JTTF officer's written request for representation should be directed to the AG and provided to the Chief Division Counsel (CDC) of the FBI Division coordinating the Task Force. The CDC will then forward the representation request to the FBI's Office of General Counsel (OGC) together with a letterhead memorandum concerning the factual basis for the lawsuit. The FBI OGC will then forward the request to the Civil Division of the DOJ together with an agency recommendation concerning scope of employment and Department representation, 28 C.F.R., Section 50.15 (a) (3).

If a JTTF officer is found to be liable for a constitutional tort, he/she may request indemnification from the DOJ to satisfy an adverse judgment rendered against the employee in his/her individual capacity, 28 C.F.R., Section 50.15 (c) (4). The criteria for payment are substantially similar to those used

to determine whether a Federal employee is entitled to DOJ representation under 28 C.F.R., Section 50.15(a).

ARTICLE FOURTEEN

Duration Of The Task Force

The JTTF will continue for an indefinite period, but participation may be terminated at any time upon the written notice of either party to this Memorandum of Agreement.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Contracting Officer, FBI

By: \_\_\_\_\_ Date \_\_\_\_\_  
Bruce J. Gebhardt  
Special Agent in Charge  
Federal Bureau of Investigation  
San Francisco, California

By: \_\_\_\_\_ Date \_\_\_\_\_  
Fred Lau  
Chief of Police  
San Francisco Police Department  
San Francisco, California

SAN FRANCISCO BAY AREA  
JOINT TERRORISM TASK FORCE (JTTF)  
MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the Special Agent in Charge (SAC) of the San Francisco Division of the Federal Bureau of Investigation (FBI) and the following participating agencies: U.S. Secret Service (USSS), U.S. Customs Service (USCS), U.S. Immigration and Naturalization Service (INS), Federal Protection Service (FPS), U.S. Bureau of Alcohol, Tobacco and Firearms (ATF), U.S. Drug Enforcement Administration (DEA), U.S. Postal Service (USPS), Federal Aviation Administration (FAA), Oakland Police Department (OPD), California Highway Patrol (CHP), San Mateo County Sheriff's Office (SMCSO), San Francisco Police Department (SFPD), Alameda County Sheriff's Office (ACSO), and the U.S. Department of State Diplomatic Security Service. This MOU outlines a cooperative effort to combat domestic and international terrorism.

ARTICLE I

PURPOSE OF MOU

This MOU establishes and delineates the mission and role of the JTTF in addressing the complex problems of terrorism effecting the Greater San Francisco Bay Area.

Additionally, this MOU provides guidance regarding task force policies and procedures in order to maximize interagency cooperation and create a close knit cohesive unit. This document also outlines the organizational structure which will be utilized by the JTTF to prevent, investigate, or otherwise minimize the effects of terrorism and related incidents within the San Francisco Division of the FBI, which includes the San Francisco Bay Area. This MOU is not intended to be legally binding on any of the signatory parties.

## ARTICLE II

### DEFINITION

For the purpose of this MOU, terrorism is defined as the unlawful use of force and violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof in furtherance of political or social objectives (28 CFR, Section 0.85)

## ARTICLE III

### MISSION OF THE JTTF

The Bay Area JTTF will work to prevent and/or investigate terrorist-related criminal acts, including organizations and individuals acting in furtherance of a terrorist agenda, for the purpose of preventing such crimes from occurring and/or apprehending the individual(s) responsible for such acts. Investigative targets will be determined jointly by the FBI and the participating agencies in accordance with applicable FBI guidelines. The JTTF will also gather terrorist-related threat data concerning the activities and planned activities of terrorist groups or individuals in the Greater San Francisco Bay Area. When involved in JTTF investigations, the participating personnel agree to abide by the United States Attorney General's (AG) Guidelines on General Crimes, Racketeering Enterprise and Domestic Security/Terrorism investigations and AG Guidelines related to International Terrorism. Participating personnel may also abide by individual agency rules and guidelines, if more restrictive.



## ARTICLE IV

### ORGANIZATIONAL STRUCTURE OF THE TASK FORCE

#### A. Operational Personnel

Each participating agency agrees to assign a minimum of one law enforcement officer on a full-time basis to the JTTF. The FBI will also assign sufficient secretarial, clerical, automation, and technical support employees to meet the needs of the JTTF.

In addition, each participating agency will designate a specific management point of contact (POC) to interface with the FBI JTTF Coordinator for the purpose of monitoring the productivity and investigative progress of the JTTF and to address administrative matters, as necessary.

#### B. Location

The FBI will provide office space for all JTTF members and support staff. The main JTTF office space will be located at 180 Grand Avenue, 12th floor, Oakland, California. Other FBI space may be utilized in the Bay Area when convenient and beneficial to JTTF operations.

#### C. Investigative Direction Of JTTF And Resource Control

Responsibility for overall policy and direction of JTTF efforts shall rest with the SAC, San Francisco FBI, who will closely coordinate all such matters with the respective heads of each participating agency, or their designees.

The participating agency heads will maintain responsibility and control over their JTTF resources and will retain authority for the continued dedication of these resources to the JTTF. Each participating agency will be apprised of investigative developments by their assigned JTTF personnel on an ongoing basis.

#### D. Chain Of Command

The FBI will assign a minimum of two Supervisory Special Agents (SSA) to the JTTF. The FBI SAC will designate one of the FBI SSAs assigned to the JTTF as the overall JTTF Coordinator. This individual will serve as the primary POC for all participating agencies and will be responsible for all administrative matters and for coordinating JTTF investigative and contingency planning activities. Operationally, one of the assigned FBI SSAs will maintain supervisory responsibility for domestic terrorism investigations, while another will maintain supervisory responsibility for international terrorism investigations, as defined by the FBI. The FBI may assign other SSAs in the future, as dictated by events.

Within the context of the JTTF, participating agency personnel will receive administrative and investigative oversight and coordinating instructions from the FBI SSAs. However, this oversight does not transcend the supervisory authority of each agency; therefore, participating personnel may continue to report to their designated agency supervisors pursuant to each agency's policies and guidelines. JTTF personnel will ensure that their respective superiors are informed of pertinent JTTF developments.

Operational problems will be mutually addressed and resolved by the assigned FBI SSAs and pertinent supervisors of the involved agencies, as necessary. If problems arise which cannot be satisfactorily resolved, they shall be presented for resolution to the FBI Assistant Special Agent in Charge (ASAC) responsible for the FBI's Counterterrorism Program, who in turn will confer with appropriate participating agency management personnel, as required. However, it is agreed that the resolution of operational problems at the lowest level possible is in the best interest of the JTTF.

#### E. Supervision Of JTTF

Day-to-day operational supervision of matters assigned the JTTF shall be the responsibility of the FBI SSAs responsible for FBI counterterrorism matters. The designated FBI JTTF Coordinator will maintain overall responsibility for the coordination and administration oversight of all JTTF matters. Responsibility for the conduct of JTTF members shall remain with the respective agency heads and supervisory personnel.

#### F. Vehicles

The FBI and other Federal participating agencies agree to provide sufficient vehicles to the JTTF. The purpose of these vehicles are to support official JTTF investigations and related contingency planning in conjunction with JTTF assignments.

The FBI agrees to provide vehicles to the non-Federal personnel, as available and necessary to conduct pertinent investigative activity. These agencies agree that assigned personnel will operate such vehicles at all times in accordance with FBI policies regarding the use of vehicles and in conformance with all state and local ordinances. Any use contrary to this agreement shall be at the sole risk and responsibility of the respective JTTF member's department/agency. Each JTTF agency understands and agrees that use of an FBI furnished vehicle shall be restricted to official use only, and shall be used only as required to discharge responsibilities pursuant to this agreement and as directed by the FBI.

The participating agencies agree to be responsible for any damage incurred to JTTF vehicles, as well as for any liability resulting from the use of said vehicles, as a result of any negligent act or omission on the part of a participating agency's employee. Participating agencies, in general, shall assume financial responsibility for property damage to said vehicles or other property which would otherwise be provided by an insurance carrier.

#### G. Communications Equipment

The FBI agrees to provide sufficient communications equipment to the JTTF to provide appropriate investigative and/or emergency communications between all JTTF personnel.

## ARTICLE V

### RECORDS AND REPORTS

JTTF investigative records, which will be prepared on FBI forms, will be maintained at the San Francisco Division of the FBI. A written JTTF progress report will be submitted to each participating agency on a regular basis. Individual agencies, if desired, may also require that their personnel submit specialized administrative reports concerning the activities and workload of their personnel. Consideration for placement of acquired JTTF investigative or contingency data into a participating agency's files shall rest with the supervisory personnel of the concerned agency in consultation with the FBI JTTF Coordinator. Such action will be in compliance with applicable standards and procedures governing each respective agency and with applicable Federal rules and regulations. Classified information shall not be placed in respective agencies' files.

## ARTICLE VI

### PROCEDURES

#### A. Commitment Of Personnel

Members of the JTTF will be dedicated full time to the prevention and/or investigation of acts of domestic and international terrorism and the gathering of terrorism-related threat data. Continued assignment of personnel to the JTTF will be based on performance and will be at the discretion of the respective agencies and/or the FBI. This in no way is intended to interfere with JTTF personnel participating in required or mandated agency training or other temporary administrative functions.

#### B. Integration Of Teams

All cases assigned to the JTTF will be jointly investigated by investigative teams. Each JTTF team will consist of participating agency and FBI personnel. It is agreed that when investigating terrorist matters that unilateral action on the part of the participating agencies is not in the best interest of the JTTF and that jointly investigated cases will best serve the public interest.

#### C. Assignment Of Cases

For record keeping purposes, cases may be jointly or individually assigned to JTTF personnel. The FBI may, as required by terrorist incidents or events, augment JTTF resources as needed to accomplish established goals and objectives.

FBI and participating agency personnel will be assigned matters relating to actual or suspected domestic and/or international terrorism incidents or related threats. All participating agencies, including the FBI, shall provide the JTTF with investigative cases or other relevant data as availability and terrorist activity dictates. It is recognized that requests for investigative activity related to terrorist acts or threats will be received from other law enforcement agencies and FBI Field Offices. These matters will be addressed by the JTTF based on an assessment of JTTF priorities and goals as determined by the FBI, with input from the participating agencies. The JTTF FBI SSAs will make every effort to assign Agents/Officers to matters primarily affecting the geographical and/or jurisdictional responsibilities of their assigned agencies.

#### D. Investigative Exclusivity

It is agreed that matters designated to be addressed by the JTTF will not knowingly be subject to investigation by non-JTTF personnel. It shall be incumbent on each agency to make the proper internal notifications regarding the existence and responsibilities of the JTTF so that all pertinent terrorism-related threat and investigative data may be referred to the JTTF for appropriate action. All information developed by individual JTTF personnel, in the course of his/her JTTF assignment, shall

be referred to the JTTF for review and action, as necessary. The FBI shall ensure that adequate procedures are in place to facilitate the dissemination of such data to the appropriate agencies as public safety dictates. This system will strive to maximize efficiency of JTTF operations.

#### E. Prosecutions

JTTF investigative procedures will conform to the requirements of Federal prosecution, rules, and regulations. A determination will be made on a case-by-case basis whether the prosecution of a JTTF case will be at the state or Federal level. The criteria for the decision will be based on the nature of evidence obtained and a determination of which level of prosecution would be of the greatest benefit to the overall objectives of the JTTF.

The use of investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of the FBI when investigating violations of Federal criminal law.

#### F. Press Releases

All press releases regarding JTTF activity will be coordinated and made jointly by all JTTF participating agencies. No unilateral press release regarding JTTF investigative or related activity will be made by any participating agency without the prior knowledge and concurrence of the other JTTF participating agencies.

### ARTICLE VII

#### SECURITY CLEARANCE/DEPUTIZATION

Due to U.S. Department of Justice regulations regarding classified information, those members of the JTTF who do not

currently possess Top Secret clearances granted by the FBI will be subject to full background investigations, with assignment to the JTTF contingent upon receipt of appropriate security clearances. The appropriate security official of the other Federal agencies participating in the JTTF will furnish the FBI with a certification letter indicating that their prospective JTTF member(s) possesses a Top Secret security clearance or equivalent.

All non-Federal personnel will be sworn in as Special Deputy United States Marshals. Security clearances may also be granted to pertinent individuals in each agencies' chain of command, as necessary. Investigative restrictions imposed by the respective city/county law enforcement agencies shall not be voided by deputization of their respective personnel.

#### ARTICLE VIII

##### INFORMANTS

AG Guidelines and FBI informant/asset guidelines will apply to the operation of informants by the members of the JTTF. The FBI agrees to pay any reasonable and necessary informant expenses incurred by the JTTF for informants/assets who are opened and operated in accordance with FBI policies and procedures.

#### ARTICLE IX

##### DURATION

This MOU shall remain in effect until terminated as specified below. Continuation of this MOU shall be subject to the availability of necessary funding. This agreement may be modified at any time by written consent of all involved agencies.

This agreement may be terminated at any time by any of the participating agencies, including the FBI. The participating agencies may withdraw from this agreement at any time by providing a 30-day written notice of its intent to withdraw to all other participating agencies. Upon termination of the JTTF and the MOU, all equipment will be returned to the supplying agencies.

## ARTICLE X

### SALARY/COMPENSATION

Each participating agency agrees to provide the full-time services of its respective personnel for the duration of their participation in the JTTF. Participating agencies agree to assume all personnel costs for their task force representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency. Subject to funding availability and legislative authorization, the FBI will reimburse the participating local and state agencies the cost of overtime worked by JTTF members assigned full time to the task force, providing overtime expenses were incurred as a result of JTTF-related duties. Separate Contract Reimbursement Agreements (CRAs) will be executed by the FBI and each local/state participating agency consistent with regulations and policy.



**FILE COPY**

REIMBURSEMENT AGREEMENT  
BETWEEN THE FEDERAL BUREAU OF INVESTIGATION  
AND  
SAN FRANCISCO POLICE DEPARTMENT

Pursuant to Fiscal Year 2002 appropriations as authorized by Congress, overtime to police officers assigned to this task force, for expenses necessary for detection, investigation, and prosecution of crimes against the United States, is authorized subject to the limits set forth in the budget for this task force as approved by the Counterterrorism Division, FBI and subject to specific provisions and conditions as set forth in this Reimbursement Agreement. Therefore, it is hereby agreed between the Federal Bureau of Investigation (FBI) and the San Francisco Police Department, hereinafter referred to as "agency" that:

1. The FBI will reimburse the agency for overtime payments made to officers assigned full-time to the Joint Terrorism Task Force (JTTF). Currently, the agency has [REDACTED] assigned to the JTTF and the number of agency officers entitled to reimbursement in Fiscal Year 2002 shall not exceed [REDACTED].
2. Requests for reimbursement shall be made on a monthly basis and should be forwarded to FBI Headquarters as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the appropriate agency supervisor(s) to the FBI Task Force Squad Supervisor and ADIC/SAC for their review, approval and, submission.
3. Overtime payments shall be made directly to the agency by the FBI. Payments will be made by way of electronic funds transfers. Agencies will be required to submit pertinent data mandated by Treasury Department regulations to effect electronic funds transfers.
4. Overtime reimbursement will be calculated at the usual rate for which the [REDACTED] time would be compensated in the absence of this agreement. The FBI will reimburse the agency for overtime paid to the [REDACTED] who works full time in support of the JTTF in Fiscal Year 2002 (October 1, 2001 to September 30, 2002) up to a total amount of \$10,091.76 per officer per year. Additionally, reimbursement for any one month period shall not exceed \$840.98 per officer.
5. Each request for consideration shall include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed and the dates of those hours for each officer whom reimbursement is sought. Each reimbursement request

must be accompanied by a certification signed by an appropriate supervisor of the submitting department that the request has been personally reviewed, that the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to JTTF cases.

6. This agreement may be modified at any time by written consent of the parties. This agreement may be terminated at any time by either party and shall not extend beyond September 30, 2002.

*[Handwritten Signature]*

BY: \_\_\_\_\_  
Office of the Chief  
Contracting Officer, FBIHQ

Date: 2/15/02

BY: *[Handwritten Signature]*  
Special Agent in Charge  
Federal Bureau of Investigation

Date: 3-27-02

BY: *[Handwritten Signature]*  
San Francisco Police Department

Date: 4/9/02